

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MENGNI SUN,

Plaintiff(s),

-against-

LI YA NAIL SPA, INC. d/b/a. LI YA NAIL SPA,
AILLEN NAIL & SPA INC d/b/a BAI LI NAIL,
Jane Doe a/k/a Lily Gao, John Doe and Jane Doe#1-10

Defendant(s).
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**AFFIRMATION IN SUPPORT
OF MOTION FOR DEFAULT
JUDGMENT**

CV 18-6609 (JS) (GRB)

I, Mengni Sun, hereby declares as follows:

1. I am the plaintiff in this action
2. This action was commenced pursuant to Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA"), New York Labor Law § 650 et seq. ("NYLL"), and 12 New York Codes, Rules and Regulations § 146 ("NYCRR").
3. The time for defendant, Jane Doe a/k/a Lily Gao, to answer or otherwise move with respect to the complaint herein has expired.
4. Defendant, Jane Doe a/k/a Lily Gao, has not answered or otherwise moved with respect to the complaint, and the time for defendant Jane Doe a/k/a Lily Gao to answer or otherwise move has not been extended.
5. That defendant Jane Doe a/k/a Lily Gao's default has been noted by the Clerk of Court. A copy of the Certificate is attached hereto.
6. Defendant Jane Doe a/k/a Lily Gao is indebted to plaintiff, Mengni Sun, in the following manner:

7. Defendant knowingly, intentionally and willfully failed to pay Mengni Sun overtime pay or "Spread of Hours" compensation, financially injuring Plaintiff.

8. Defendant failed to provide the required wage notice at the time of hiring, in violation of state and federal law.

9. Defendant willfully and in lack of good faith failed to pay Plaintiff an amount at least equal to the federal or New York state minimum wage, and only paid Plaintiff a flat wage of \$35 to \$65 per day during the period from June 1, 2016 to December 20, 2017.

10. Defendant willfully and in lack of good faith failed to pay Plaintiff an amount at least equal to the federal or New York state minimum wage, and only paid Plaintiff a flat wage of \$75 per day during the period from December 21, 2017 to March 20, 2018.

11. During all relevant times, Plaintiff worked approximately fifty-nine and twenty (59.20) hours per week, but was not compensated for any overtime work in violation of state and federal law.

12. During all relevant times, Plaintiff was not compensated for New York State's "Spread of Hours" premium for shifts that lasted longer than ten (10) hours.

13. During all relevant times, Defendant did not provide Plaintiff with pay stubs or wage statements with her pay, and failed to keep accurate records of Plaintiff's hours and wages.

14. During all relevant time under Defendant's employment, Plaintiff was not provided any fixed break or meal time.

15. During all relevant times, Defendant failed to provide Plaintiff with written notices providing the information required by the Wage Theft Prevention Act.

WHEREFORE, plaintiff Mengni Sun requests that a default judgment be entered in favor of plaintiff Mengni Sun and against defendant Jane Doe a/k/a Lily Gao.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge, information and belief, that the amount claimed is justly due to plaintiff, that no part thereof has been paid, and that the disbursements sought to be taxed have been made in this action or will necessarily be made or included in this action.

Dated: 10/11/2019.

By: Mengni Sun
Mengni Sun

Sworn to me this one day of Oct, 2019

CHEN CHEN
Notary Public, State of New York
Registration No. 02CH6376285
Qualified in New York County
Commission Expires June 11, 2022

Chen Chen
Notary Public